

1 BILL NO. S-89-07- 39

2 SPECIAL ORDINANCE NO. S- 121-89

3 AN ORDINANCE approving CONTRACT FOR RES.
4 1050-89, WOODBROOK DRIVE - PARKCREST
5 DRIVE WATER MAIN EXTENSION between
6 SCHEIDLEMAN EXCAVATING and the City of
7 Fort Wayne, Indiana, in connection with
8 the Board of Public Works and Safety.

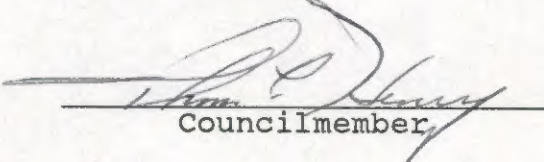
9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That the CONTRACT FOR RES. 1050-89,
12 WOODBROOK DRIVE - PARKCREST DRIVE WATER MAIN EXTENSION by
13 and between SCHEIDLEMAN EXCAVATING and the City of Fort
14 Wayne, Indiana, in connection with the Board of Public Works
15 and Safety, for:

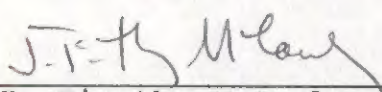
16 in and along Woodbrook Drive from the
17 North property line of Lot #31 of
18 Section B, Southward to the South
19 property line of Lot #289, Section. G.
20 On Parkcrest Drive from the Southeast
21 property line of Lot #305, Section G,
22 Southward and Westward to the West
23 property line of Lot #298, Section G,
24 all in Concordia Gardens Addition;

25 the Contract price is Forty-Four Thousand One Hundred Forty-
26 Two and 56/100 Dollars (\$44,142.56), all as more
27 particularly set forth in said Contract, which is on file in
28 the Office of the Board of Public Works and Safety and, is
29 by reference incorporated herein, made a part hereof, and is
30 hereby in all things ratified, confirmed and approved. Two
31 (2) copies of said Contract are on file with the Office of
32 the City Clerk and made available for public inspection,
according to law.

SECTION 2. That this Ordinance shall be in full force
and effect from and after its passage and any and all
necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

[illegible]

RESOLUTION #1050-89

Board Order 293-86

Work Order 63972

THIS CONTRACT made and entered into in triplicate this 19th day of July, 1989, by and between Scheidleman Excavating, Inc., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

Installation of 2075 ± L.F. of 6" Class #50 ductile iron pipe on Woodbrook Drive from Garden Park Drive south to its terminus. On Parkcrest Drive from Woodbrook Drive to Deerwood Drive. On Deerwood Drive from Woodbrook Drive to the east property line of Lot 287.

All according to Fort Wayne Water Utility, Drawing No. Y-10640, sheets 1-3, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The owner shall pay CONTRACTOR for the performance of the contract, the unit price sum of \$44,142.56. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for Damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of CONTRACTOR, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for Resolution No. 1050-89
- b. Instructions to Bidders for Resolution No. 1050-89
- c. Contractor's Proposal dated July 5, 1989
- d. Fort Wayne Engineering Department Drawing Y-10640
- e. Supplemental Specifications for Resolution No. 1050-89
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Minority/Female Employment Hourly Utilization.
- l. Right-of-Way Cut Permit.
- m. Comprehensive Liability Insurance Coverage.
- n. MBE/WBE Commitment Form.
- o. Form 96.

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the OWNER.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works and Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within sixty (60) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

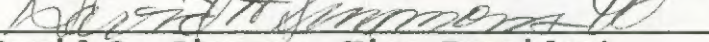
This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

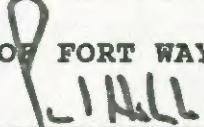
This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written in.

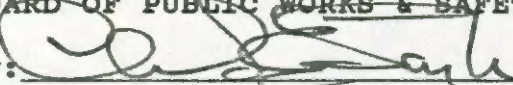
CONTRACTOR: Scheidleman Excavating, Inc.

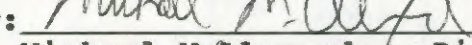
By: 
David A. Simmons, Vice President

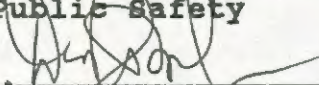
CITY OF FORT WAYNE, INDIANA

By: 
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS & SAFETY

By: 
Charles E. Layton, Director
Public Works

By: 
Michael McAlexander, Director
Public Safety

By: 
Douglas M. Lehman, Director
Administration & Finance

ATTEST: 
Helen Gochenour, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
)SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared **David A. Simmons, Vice President of Scheidleman Excavating, Inc.**, and acknowledged the execution of the foregoing Contract as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 17th day of July 1989.

Carolyn S. Eschmann
Notary Public
Resident of Allen County
Carolyn S. Eschmann
Printed Name of Notary

My Commission Expires:

6-16-91

ACKNOWLEDGEMENT

STATE OF INDIANA)
)SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared **Paul Helmke, Mayor; Charles E. Layton, Michael McAlexander and Douglas R. Lehman**, all as Members of the Board of Public Works & Safety, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 20th day of July 1989.

Carolyn S. Eschmann
Notary Public
Resident of Allen County
Carolyn S. Eschmann
Printed Name of Notary

My Commission Expires:

6-16-91

APPROVED by the Common Council of the City of Fort Wayne on ____ day of _____ 1989.

Special Ordinance No. _____

Read the first time in full and on motion by Henry, seconded by Bradbury and duly adopted, read the second time by title and referred to the Committee on City of Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 9-25-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Burns, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
TOTAL VOTES	<u>2</u>			<u>2</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA				
HENRY				<u>✓</u>
LONG	<u>✓</u>			<u>✓</u>
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 8-8-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. D-121-89
on the 8th day of August, 1989,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL Charles S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of August, 1989, at the hour of 11:30 o'clock 7 M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of August, 1989, at the hour of 3:20 o'clock P M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

TITLE OF ORDINANCE Contract for Res. 1050-1989, Woodbrook Dr. - Parkcrest Dr
Water Main Ext.DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. #1050-89, Woodbrook Drive - Park-
crest Drive Water Main Extension, is hereby ordered in and along Woodbrook
Drive from the North property line of Lot #31 of Section B, Southward to
the South property line of Lot #289, Section G. On Parkcrest Drive from
the Southeast property line of Lot #305, Section G, Southward and Westward
to the West property line of Lot #298, Section G, all in Concordia Garden
Addition. Scheidleman Excavating is the Contractor.

D-89-07-39

EFFECT OF PASSAGE Improved water conditions at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$44,142.56

ASSIGNED TO COMMITTEE _____

BILL NO. S-89-07-39

REPORT OF THE COMMITTEE ON CITY UTILITIES

THOMAS C. HENRY, CHAIRMAN
MARK E. GIAQUINTA, VICE CHAIRMAN
LONG, BURNS, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving CONTRACT FOR
RES. 1050-89, WOODBROOK DRIVE - PARKCREST DRIVE WATER MAIN
EXTENSION between SCHEDLEMAN EXCAVATING and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works and
Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

<i>Samuel Talarico</i>			
<i>Charles Long</i>			

DATED: 8-8-89

Sandra E. Kennedy
City Clerk